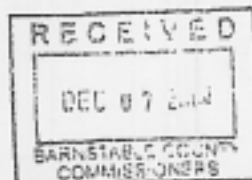


Mirant Americas, Inc.  
1155 Perimeter Center West, Atlanta, Georgia 30338-5416  
T 678 579 5000 F 678 579 5001 U www.mirant.com



December 6, 2004

*Via Federal Express Overnight Delivery*

Cape Light Compact  
Superior Court House  
3195 Main Street  
Barnstable, MA 02630

Re: 2004 Pilot Electric Supply Agreement

**MIRANT™**

Dear Ms. Downey,

This letter describes the mutual agreement of the Cape Light Compact ("Compact") and Mirant Americas Retail Energy Marketing, LP ("Mirant") to resolve any disagreement between them as to the rights and obligations under the 2004 Pilot Electric Supply Agreement dated October 15, 2003 between the Compact and Mirant (the "Agreement") and to extend the delivery term during which Mirant is obligated to serve the retail customers participating in the Compact's pilot project.

Pursuant to Section 7.4(B) of the Agreement as originally drafted, the delivery term for each retail customer is supposed to end on the last meter reading date prior to the expiration of the Agreement on December 31, 2004. It had been the Compact's understanding until recently that Mirant intended to provide service through the January 2005 meter reading dates; Mirant interpreted its obligations differently.

Consolidated Edison Solutions, Inc. ("ConEd Solutions") is the supplier approved by the Compact to serve retail customers in 2005. ConEd Solutions will commence delivery on each retail customer's meter reading date in January, 2005. Mirant and the Compact acknowledge that the most cost-efficient way to deliver power to retail customers is to tie delivery to a customer's meter reading date due to the fact that retail billing cycles correspond to such meter reading dates. Mirant and the Compact further acknowledge that one billing cycle exists for each retail customer between the expiration of Mirant's power supply obligations in December, 2004, and the beginning of ConEd Solutions' power supply obligations in January, 2005.

To ensure a smooth transition, the Compact desires for Mirant to continue to supply the retail customers until such customers are enrolled with ConEd Solutions. Mirant and the Compact hereby agree to extend Mirant's delivery term for each retail customer through the regular applicable meter read date currently scheduled for such customer in January, 2005. The extension will allow the retail customers to transition directly from Mirant to ConEd Solutions. The contract price for the extended service contemplated hereby with respect to all power delivered to the customers through the applicable retail customer's meter reading date in January, 2005, shall be 7.175 cents per kilowatt hour.

Mirant and the Compact agree that Section 4.1 of the Agreement shall be modified for the purpose of allowing the term of the Agreement to be coterminous with Mirant's delivery term as modified herein; provided, however, that in no event shall the term of the Agreement extend beyond January 31, 2005.

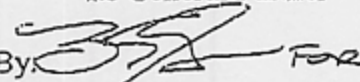
Mirant will notify NStar that the retail customers currently served by Mirant pursuant to the Compact's pilot project will continue to be served by Mirant until such customers are enrolled with ConEd Solutions in January, 2005.

Except as specifically modified hereby, the Agreement shall remain in full force and effect in accordance with its terms.

If the foregoing accurately sets forth the Compact's understanding, please indicate your agreement by signing below.

Sincerely,

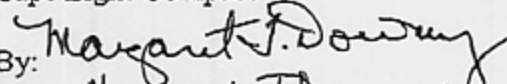
Mirant Americas Retail Energy Marketing, LP  
By: Mirant Americas Development, Inc.  
Its General Partner

By:  For  
Name: JOHN L O'NEAL  
Title: VP

EMIND

Agreed to as of the 6<sup>TH</sup> day of December, 2004:

Cape Light Compact

By:   
Name: Margaret T. Downey  
Title: Compact Administrator